# STATE OF SOUTH CAROLINA, ) OCCUPATION OF EDGEFIELD) CONSULTING AGREEMENT COUNTY OF EDGEFIELD)

This Agreement is made as of the 15th day of July, 2023, between the County of Edgefield, South Carolina, (hereinafter called "the County") and Arlene Traxler (hereinafter called "the Consultant").

## WITNESSETH:

WHEREAS, the County desires to retain Arlene Traxler as a Consultant; and

WHEREAS, it is the desire of the County to provide remuneration, conditions of employment and working conditions for the Consultant; and

WHEREAS, it is the desire of the Consultant to accept employment on the terms and conditions set forth herein; and

**NOW THEREFORE**, in consideration of the mutual promises herein contained, the County and Consultant agree with each other as follows:

## I. DUTIES

In addition to the provisions in Section IV of this Agreement, the County Council hereby agrees to employee the consultant effective July 15, 2023, to assist the County as necessary, and to perform such other legally permissible and proper duties and functions as the County shall require from time to time.

## II. COMPENSATION

The County agrees to pay the Consultant for her services rendered pursuant hereto a salary of fifty and 00/100 (\$50.00) dollars per hour. It is anticipated that the Consultant's average work week will be one or two days or an average of less than 12 hours per week. These hours and days will vary week to week depending on the County needs. The Consultant shall be paid by the County on the same schedule as regular employees of the County. The Employer shall be responsible for all taxes payable by the Consultant on such compensation under Federal and South Carolina laws. The County will make all deductions from Consultant's compensation that are required by Federal or South Carolina laws. The County will issue the Consultant a W-2 at the same time it issues W-2's to other employees.

## III. BENEFITS

Except for tort liability coverage and Workers' Compensation coverage the Consultant will have no further benefits paid or provided by the County. It is understood and agreed that tort liability coverage and workers' compensation coverage will extend to the Consultant while she is working for the County.

## IV. TERM

The term of this Agreement shall begin July 15, 2023, and the Consultant agrees to continue in this capacity with the County until November 15, 2023, unless agreed otherwise by and between the parties subsequently in writing. In addition, the parties may negotiate another agreement for part-time employment after the original term, or any other term, as can be agreed by and between the parties.

## V. TERMINATION

This Agreement can be terminated by either party with or without cause upon (5) five business days written notice to the other party.

#### VI. ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties. No statement promises or inducements made by any party hereto, or agent of either party hereto, which is not contained in this written contract, shall be valid or binding.

## VII. AMENDMENT

The County or the Consultant may propose modification in the scope or quantity of services to be furnished under this Agreement. If such changes cause an increase or decrease in the number of services to be provided, or in the time required for their performance, equitable adjustments shall be made in the provisions of this Agreement for compensation to the Consultant as determined by the County. Any amendment to this Agreement must be in writing and must be signed by both parties.

## VIII. SEVERABILITY

If any provision of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

## IX. PARTIES BOUND

The terms and provisions of this Agreement shall be binding upon the parties hereto, their legal representatives and successors.

## X. CONSTRUCTION

This Agreement shall be construed, interpreted and applied under and in accordance with the laws of the State of South Carolina. Lawsuits on any disputes between the parties related to this Agreement may be commenced or brought only in the Court of Common Pleas of Edgefield County, and the parties agree that jurisdiction and venue in that court is proper and waive any objections thereto.

IN WITNESS WHEREOF, the County of Edgefield has caused this Agreement to be signed and executed in its behalf by its Chair and duly attested by its Clerk to Council and Arlene Traxler has signed and executed this Agreement on her own behalf, in duplicate on the day and year first above written.

County of Edgenera	ATTEST:	
Dean Campbell	Aretha Eubanks	
Chair, Edgefield County Council	Clerk to the Council	
Consultant		
Arlene Traxler		